

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687736760179

Contract Generated Date | अनुबंध तिथि: 29-Dec-2023

<b>Organisation Details   संगठन विवरण</b>		<b>Buyer Details   खरीदार विवरण</b>	
Type   प्ररूप :	State Government	Designation   पद :	MO PHC LAWANA
Ministry   मंत्रालय :	-	Contact No.   संपर्क नंबर :	02744-256056-
Department   विभाग :	Health & Family Welfare Department Gujarat	Email ID   ईमेल आईडी :	buyer4.gd.lakhani@gembuyer.in
Organisation Name   संगठन का नाम :	National Rural Health Mission (NRHM) State Health Society	GSTIN   जीएसटीआईएन :	-
Office Zone   कार्यालय क्षेत्र :	PALANPUR	Address   पता :	AT & PO LAWANA TA LAKHANI DIST BANASKANTHA, BANASKANTHA, GUJARAT-385330, India
<b>Financial Approval Detail   वित्तीय स्वीकृति विवरण</b>		<b>Paying Authority Details   भुगतान प्राधिकरण विवरण</b>	
IFD Concurrence   आईएफडी सहमति :	No	Role:	PAO
Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम:	MO	Payment Mode   भुगतान का तरीका:	Offline
Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम :	MO	Designation   पद :	ACCOUNTANT PHC LAWANA
		Email ID   ईमेल आईडी :	pao4.hd.lakhani@gembuyer.in
		GSTIN   जीएसटीआईएन :	-
		Address   पता:	AT & PO LAWANA TA LAKHANI DIST BANASKANTHA, Banaskantha, GUJARAT-385330, India
<b>Consignee Details   परेषिती विवरण</b>			
S.No   क्र.सं.	Consignee Name & Address   परेषिती नाम & पता	Service Description   सेवा विवरण	
1	Contact   संपर्क : 02744-245653- Email ID   ईमेल आईडी : con4.hd.lakhani@gembuyer.in GSTIN   जीएसटीआईएन : - Address   पता : AT & PO LAWANA TA LAKHANI DIST BANASKANTHA, BANASKANTHA, GUJARAT-385330, India	Non Paper Printing Services - Area Based - Flex & Banners; Handwritten; Sunboard	
<b>Service Provider Details   सेवा प्रदाता विवरण</b>			
GeM Seller ID   जेम विक्रेता आईडी :	W41E230009173648		
Company Name   कंपनी का नाम :	MAHAKALI ENTERPRISE		
Contact No.   संपर्क नंबर :	09408488299		
Email ID   ईमेल आईडी :	mahakalienterprises1404@gmail.com		
Address   पता :	NEAR MAHAKALI TEMPLE, OPP NIMS HOSPITAL, DEESA-PALANPUR HIGHWAY, C-756 NEAR PANGHAT HOTEL, AKHOL NANI, DEESA, Banaskantha, GUJARAT-385535, -		
MSME Registration number   एमएसएमई पंजीकरण संख्या :	UDYAM-GJ-04-0030895		
MSE Social Category   एमएसई सामाजिक श्रेणी :	OBC		
MSE Gender   एमएसई लिंग श्रेणी :	Male		
GSTIN   जीएसटीआईएन:	NA		
*GST / Tax invoice to be raised in the name of   जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Buyer			
<b>Service Details   सेवा विवरण</b>			
Service Start Date (latest by)   सेवा प्रारंभ दिनांक (नवीनतम) : 05-Jan-2024		Service End Date   सेवा समाप्ति तिथि: 05-Jan-2024	
Category Name   श्रेणी नाम : Non Paper Printing Services - Area Based			
<b>Billing Cycle   बिलिंग चक्र : weekly</b>			
Description   विवरण		Total Area to be printed (only in square meter)	Rate per Square meter
Product of Printing	Flex & Banners	320	75
Type of Printing	Handwritten		
Material	Sunboard		
Printing Content	Text		
Orientation	Not Required		
Design	Rectangle		
Dimensions	10cm x 25cm		
Thickness	0.5 mm		
Finishing	Painted		
Colour of Nameplate	Not Required		
Type of Lettering	Screen painting		
Color of Lettering	Not Required		

Mounting/ Installation Type	NA
Frame	Without Frame
Eyelets	Not Required

Total Amount (Formula) | कुल राशि (सूत्र) :

(Total Area to be printed (only in square meter)\*Rate per Square meter)

Total Value without Addons   ऐडऑन के बिना कुल मूल्य (INR)	24000
Total Addon Value   कुल एडऑन मूल्य (INR)	0
Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)	24000.00

Amount of Contract | अनुबंध की राशि

Total Contract Value Including All Duties and Taxes | सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)

24000
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SLA Details | एसएलए विवरण

1Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Printing Service provider. The purpose of this Agreement is to facilitate implementation of Non-Paper Based Printing Services for the use of Buyer or any other designated person/ representative of the Buyer. This Agreement outlines the Scope of Work, Buyer's Obligations, Special Terms and Conditions related to service delivery and payment of services for mutual understanding of the Stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised Agreement mutually endorsed by the Stakeholders or terminated by either of the parties thereof.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Services;

2. Service Specific STC of the Services contracts shall include the Service Level Agreement (SLA) for the Service;

3. BID / Reverse Auction specificATC.

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with Scope of Work and Service Level Agreement as enumerated in the document shall be construed to be part of the Agreement between Buyer and Service Provider.

2Objectives and Goals

The objective of this Agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to Buyer by Service Provider. The goals of this Agreement are to:

i. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties;

ii. Present a clear, concise and measurable description of services offered to theBuyer;

iii. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified;

iv. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The Agreement will act as a reference document that both the parties have understood the above- mentioned terms and conditions and have agreed to comply by the same. The Agreement can also be revised/ modified on mutual consent of the stakeholders.

3Parties to the Agreement

The main stakeholders associated with this agreement are below-

i. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the servicesavailed

ii. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the Agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.

4Scope of Services

The scope of "Non Paper-based Printing Service" is to print a wide variety of products like Plastic flex, standees, cloth flex, plastic banner, cloth banner, signage, nameplates, etc. of specified number on/ of required dimensions.

a. Flexes and Banners

Flexes and banners are a digitally printed ubiquitous communication medium. It is most widely used for outdoor advertising as it is flexible, durable, economical and reusable. Printed Flex and Banners are a durable, fade-resistant and tear resistant material which can be used for outdoor as well as indoor advertising and imparting information. Printed flex banners can be used in hoardings, events, exhibitions, etc. for pasting or hanging with eyelets. It has to be applied externally.

b. Signages

Signage is the design or use of signs, letters and symbols to communicate a message, information to public or a specific group, usually for the purpose of marketing or information. Some of the most frequently used signages are of 'Exit', 'Toilets', 'Entry Restrictions', 'No Smoking', 'Corridor Directions', etc

c. Nameplates

It is an engraved plate with letters, attached to something and bearing the name of the owner, position, occupier, maker, or the thing itself. Some of the most frequently used nameplates are of 'official names with designations', 'meeting room names', 'conference room names', etc.

d. Cards

Card is usually a rectangular piece of stiff paper, thin pasteboard, or plastic for various uses, as to write information on or printed as a means of identifying the holder.

The scope of the service requires the Vendor to provide the Non Paper Based Printing Services to the Buyer as per the specifications stipulated by the Buyer. It would be the obligation of the Vendor to provide services according to the following parameters:

- a. Material
- b. Surrounding Frame
- c. Finishing
- d. Design
- e. Mounting/ Installation Type
- f. Printing Content
- g. Language of Text
- h. Type of Lettering
- i. Max Limit of Characters
- j. Colour of Lettering
- k. Colour of Nameplate
- l. Dimensions (in cm)
- m. Thickness (in mm)
- n. Lamination
- o. Size (Dimensions)
- p. Orientation
- q. Thickness of Flex (in GSM)
- r. Type of Printing

#### 4.1 Service Details and Standards

- i. All the printed order should be of desired quantity. Any shortfall in numbers will attract penalty.
- ii. The order should be aligned to the specifications chosen by buyer. The quality of material should not deviate from what is chosen by the buyer

#### 4.2 Defined Timelines

Since, timely delivery is one of the most important aspect of this service contract, the Service Provider shall ensure that the order should be delivered as per the timelines defined in purchase order.

Any kind of delay in delivery of printed order shall attract penalties.

#### 4.3 Service Assumptions

- i. The Service Provider shall not transfer or assign or sublet any part of the service once agreed or any share or interest here in any manner or degree directly or indirectly to any person, firm or corporation whatsoever.

### 5 Service Provider's Obligation

- i. Service Provider shall ensure the level of service provided is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
- ii. The Service Provider at his/ her own cost shall arrange all the equipment(s), materials (in case of printing with material), and other things/ services etc. necessary for printing. The Buyer shall provide only manuscript (both hard and soft copies).
- iii. The Service Provider shall do the printing and deliver printed material in accordance with the conditions of the Agreement at the time and place and in the manner as specified by the Buyer.
- iv. The Service Provider shall, whenever called upon to do so, give full particular and information with regard to any work in hand and shall also permit an official deputed by the Buyer to inspect his printing premises at all required times. The Service Provider shall give assistance and information as may be required by him/ her in connection with any contract or contracts.
- v. Design should be given by Service Provider based on the Buyer's requirement. Service Provider shall provide sample copy with the final design to Buyer before proceeding with the printing of complete assignment. Service Provider should clearly work as per detailed layout design, font size, style, colour, alignment, spacing, pagination, etc.
- vi. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, etc. as applicable from time to time. The employees of the Service Provider shall not be deemed to be employees of the Buyer; hence the compliance of the applicable acts/ laws will be the sole responsibility of the service provider.

### 6 Buyer's Obligations

- i. The Buyer Department may choose to provide a specimen in the form of a hard/soft copy indicating the rough layout of tables/graphs/text matters etc. to give an idea of general get up etc. This is, however, not to be treated as sample.
- ii. Materials (content etc) provided for printing by Buyer shall be rigorously verified for authenticity, clearness and legibility before being handed over to Service Provider.

Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

### 7 Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing Service Provider's performance as well as Buyer's

timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for both Buyer and Service Provider.

## 7.1 Logbook

- i. The Service Provider shall maintain a logbook which should be signed by the buyer to verify the materials delivered to the Buyer.
- ii. The service provider shall thereafter update the logbook on the GeM portal as per the logbook processflow.
- iii. Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time limit. The buyer will also record any incident of non delivery or non-performance issues, and subsequent penalties shall be levied. Failure to take action on logbook entries updated by service provider shall be deemed as accepted to all.
- iv. The Service Provider can raise an issue against the rejection of any entry by the buyer within timelines of such rejection with the designated representative of the Buyer.

## 7.2 Service Performance and Feedback

- i. The principal point of contact for the issues arising out of this Agreement will be the Service Provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the Service Provider shall be solely responsible for maintaining the quality and level of service provided.

## 8 Penalties and Fine

- Breach of SLA is defined as performance lower than requisite performance in this Agreement. The following conditions shall specify breach of Contract and Buyer shall have the right to immediately terminate the Agreement.
  - a. Cumulative penalties reach 10% of the contractvalue
  - b. Subcontracting or outsourcing of the contract, in part orwhole
- Penalties shall be levied on the Vendor, for the violation of Service Level Agreement of the Contract as mentioned below

#	Nature of Default	Description of default	Penalty
1.	Damaged Goods	Any kind of damage/ destruction of printed material and/or Damage of product during logistics.	
	a. Damage of upto 25% of the order (by volume)		i. 2% of the contract value
	b. Damage from 25%-50% of the order (by volume)		ii. 3% of the contract value
	c. Damage of more than 50% of the order.		iii. 4% of the contract value or option to terminate the contract.
2.	Delay in Delivery	Delay in delivery of the order. Order not received at the desired location on time, as specified.	0.5% per week. Cumulative every week.
3.	Printing not as per Buyer's specifications	Low quality of material, printing, Errors in content, Printing not according to Buyer's specifications, ex: Improper Logo, Pictures, Color shades, poor quality of photographs and images, improper binding and finishing, or any variation to the approved sample, etc	
	a. Defect of upto 25% of the order (by volume)		a . 3% of the contract value
	b. Defect from 25% - 50% of the order (by volume)		b . 5% of the contract value
	c. Defect of more than 50% of the order (by volume)		c . Option to terminate the contract
	Non supply of complete order (Shortfall)		

4.	a. Upto 25% of the order	The quantity of order supplied is less than ordered.	a. 3% of the contract value
	b. from 25% - 50% of the order		b. 5% of the contract value
	c. more than 50% of the order		c. 7% of the contract value or Option to terminate the contract

The maximum cumulative penalty on all the occasions put together shall not exceed 10% of the contract value and exceeding the limit is liable for cancellation of the contract.

## 9 Payment Terms

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

### 9.1 Payment Condition

- i. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.

No advance payment shall be made to the Service Provider.

- iii. The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the service.

Payment Calculation shall be as under:

Total Cost = [Number of order printed (total quantity) \* rate per order (single quantity) – applicable penalty as detailed below]

### 9.2 Payment Cycle

- i. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
- ii. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.

### 9.3 Payment Process

- i. Payment shall be made only after submission of invoices, logbook, service feedback, non- submission of the same may lead to delay/ deduction in payment.
- ii. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
- iii. Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made.

## 10 Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require amending the Agreement, some of such conditions may be as following:

- i. *Amendment of the Contract after event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
- ii. *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts
- iii. *Amendment of the Contract as per both parties' consent:* Amendment of the Contract shall be done as per mutual consent of both parties, no party shall be made liable to pay/ get any compensation for agreement amendment. However, the variation put together shall not reduce or exceed 25% of contract value.

## 11 Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

- i. *Mutual consent:* The contract may be terminated based on mutual consent in case the services are no longer required.  
**Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.**
- ii. *Breach of contractual obligations:* Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- iii. *Breach of SLAs:* The contract may also be terminated if i) the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

NA

## Terms and Conditions | नियम और शर्तें

### 1. General Terms and Conditions-

1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

Note: This is system generated file. No signature is required.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।